

Ankeny CSD

Ankeny EA

8/10/2006 8/9/2008

# Master Contract

**2006-2008**

*Between the*

*Ankeny Community School District*

*and the*

*Ankeny Education Association*

**Ankeny Community School District**



*Excellence in Education...  
by Putting Students First!*

306 S.W. School Street • P.O. Box 189 • Ankeny, IA 50021-0189

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# ***Ankeny School District***

306 S.W. School Street  
Ankeny, Iowa 50023

## **Board of Education**

Brian Humke, President  
Denny Presnall, Vice President  
Andrew Martin  
Cindy Miller  
Trent Murphy  
Paula Pearson  
Leslie Petersen

## **Chief Negotiators**

Board of Education • Jeff Krausman  
Ankeny Education Association • Jim Cowger

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# PREAMBLE

1 WHEREAS, the Board of Directors of the Ankeny Community School District and  
2 the Ankeny Education Association recognize that providing a quality education for the  
3 students of the Ankeny School District is their mutual desire, and

4

5 WHEREAS, the parties have reached certain understandings which they desire  
6 to confirm in the Agreement,

7

8 It is agreed as follows:

# ARTICLE I

## RECOGNITION

### 1 A. UNIT

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3 The Board of Directors of the Ankeny Community School District, hereinafter  
4 referred to as the "Employer", recognizes the Ankeny Education Association,  
5 hereinafter referred to as the "Association", as the sole and exclusive negotiat-  
6 ing agent for all regularly employed certified personnel as set forth in the PERB  
7 Certification, Case 74 & 76, issued on September 23, 1975, hereinafter referred  
8 to as the "Employees", to include: all certificated teacher personnel not prohibited  
9 by law and not hired to serve as teacher aides and/or associates. This would  
10 include, but not necessarily be limited to, classroom teachers (general subjects,  
11 art, music), physical education, special education (learning disabilities, remedial  
12 reading, speech clinician, psychologist), vocational teachers (agriculture and  
13 home economics), industrial arts teachers, librarians, guidance counselors,  
14 distributive education teachers, trades and industry teachers, and registered  
15 nurses. Excluded are: superintendent, principals, vice-principals, directors  
16 of secondary and elementary education, director of non-instructional services,  
17 director of athletics, business manager, community education director, confi-  
18 dential secretaries assigned to work with any of the above positions, secretary  
19 to the Board of Education— Ankeny, teacher aides or associates, substitutes,  
20 persons employed solely to perform the duties listed on Schedule D, and all  
21 other persons excluded by Section 4 of the Act.

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### 23 B. DEFINITIONS

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- 25 1. The term "Employer", as used in this agreement, shall mean the Board of  
26 Directors of the Ankeny Community School District or its duly authorized  
27 representatives.
- 28 2. The term "Employee", as used in this agreement, shall mean all profes-  
29 sional employees represented by the Association in the bargaining unit as  
30 defined and certified by the Public Employment Relations Board.
- 31 3. The term "Association", as used in this agreement, shall mean the Ankeny  
32 Education Association or its duly authorized representatives.
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# ARTICLE II

## GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

### B. DEFINITIONS

1. A grievance is a claim by an Employee, a group of Employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
2. An "aggrieved person" is the Employee or Employees or the Association making the complaint.
3. The term "days", used in this Article, shall be school days: except that it shall mean weekdays when schools are in summer recess.
4. Matters pertaining to teacher evaluation shall not be construed as coming within the grievance procedure except as may be provided under the provisions of Article XIX.

### C. STRUCTURE

1. Nothing herein contained shall be construed to prevent any individual Employee from presenting a written grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. If such adjustment would affect the interpretation of the Agreement, the Superintendent or his designee will inform the Association, and will meet and discuss the matter with its representative prior to such adjustment. No such individual Employee may, however, be represented by an officer, agent, or member of another teacher's organization.
2. There shall be one designated grievance representative per building appointed by the Association. The Association shall provide the Superintendent with a list of the designees.

### D. TIME LIMITS

If the aggrieved person fails to act on any grievance within the prescribed time limits, he bars himself from further appeal. Likewise, an administrator's failure to give a written decision within the prescribed time limits shall permit the grievant to proceed to the next level. Furthermore, the filing of the written grievance at LEVEL TWO must be within fifteen (15) days of the alleged grievance.

#### 1. LEVEL ONE-INFORMAL

An Employee with a grievance shall first discuss it with his principal in

charge of the building or his designee, either directly or along with the Association's designated representative, with the objective of resolving this matter informally.

## 2. LEVEL TWO-FORMAL

If, as a result of the informal discussion with the principal in charge of the building or his designee at LEVEL ONE, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the appropriate principal in charge of the building or his designee. If the grievance involves more than one school building, it may be filed with the Superintendent or his designee.

The appropriate principal in charge of the building, or his designee, shall indicate his disposition of the grievance in writing within ten (10) days of the presentation of the formal grievance and shall furnish a copy to the grievant, and his building grievance representative.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, the grievance shall be transmitted to LEVEL THREE.

## 3. LEVEL THREE-SUPERINTENDENT

In the event a grievance has not been satisfactorily resolved at LEVEL TWO, the aggrieved person shall file, within five (5) school days of the principal's written disposition, or within five (5) school days after the prescribed time limit for the principal's written decision, a copy of the grievance to the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved person, either directly or along with the Association's designated representative, shall meet with the Superintendent or his designee to resolve the grievance, and the Superintendent or his designee shall file a disposition. The disposition shall be in writing and shall contain an explanation of the disposition. However, either party may submit additional rationale for their position should the grievance go to arbitration. A copy shall be given to the grievant and the Association grievance representative.

If the aggrieved person or the Association is not satisfied with the position of the grievance, the grievance shall be transmitted to LEVEL FOUR.

## 4. LEVEL FOUR-BINDING ARBITRATION

- A. The aggrieved person and the Association shall meet within five (5) days of the disposition of the grievance or within five (5) days after the prescribed time limit for the Superintendent's written decision to discuss the merits of submitting the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within the said five (5) days.
- B. The arbitrator may be selected by mutual agreement of the parties. If agreement on the arbitrator is not reached within ten (10) days after the call for arbitration, either party may request a list of seven (7) arbitrators from the American Arbitration Association or the PERB.



The parties shall determine by lot which party shall have the right to remove the first name from the list. After alternate striking, the person whose name remains shall be the arbitrator.

C. The arbitrator so selected shall confer with the representatives of the Employer and the Association, hold hearings promptly, and shall issue his decision not later than fifteen (15) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Employer and the Association and shall be final and binding on the parties.

D. Expenses for the arbitrator's services shall be borne equally by the Employer and the Association; any other expenses incurred shall be paid by the party incurring same.

E. Rights of Employees to Representation

1. Employee and Association-Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, along with a representative selected or approved by the Association. When an Employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the Employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

2. Reprisals-No reprisal of any kind shall be taken by the Employer or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Released Time-When it is necessary to attend grievance meetings scheduled by principals or the Superintendent during the work day, they shall be released from their assignments without loss of pay. Any named grievants and one Association representative shall be released to attend grievance hearings if scheduled during the work day.

The parties agree that grievance matters, including grievance hearings, shall be scheduled outside the work day whenever possible.

F. Miscellaneous

1. Group Grievance-If, in the judgment of the Association a grievance affects a group or class of Employees, the Association may submit such grievance in writing to the building principal or the superintendent directly and the processing of such grievance may be commenced at Level Two or at Level Three. The Association may process such a grievance through all levels of the grievance

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procedure.

2. Separate Grievance File-All documents, communications, and records with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### G. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties of interest, and their designated or selected representatives, heretofore referred to in this Article.

# ARTICLE III

## EMPLOYEE RIGHTS

### A. PUBLIC EMPLOYEES SHALL HAVE THE RIGHT TO:

1. Organize, or form, join, or assist any Employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other connected activities for the purpose of collectively bargaining or other mutual aid or protection insofar as any such activity is not prohibited by the Iowa Employee Act or any other law of the State.
4. Refuse to join or participate in the activities of Employee organizations, including the payment of any dues, fees or assessments or service fees of any type.

### B. ASSOCIATION IDENTIFICATION

No Employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

# ARTICLE IV

## EMPLOYER RIGHTS

- 1 A. It is expressly understood and agreed that all functions, rights, powers, or author-  
2 ity granted to or inhering in the administration of the school district by law are  
3 retained by the Employer. Provided that none of the clauses in this Agreement  
4 in any way abrogate or diminish the above-mentioned rights and authority of  
5 the Employer, the Employer shall not exercise its rights so as to violate any of  
6 the specific provisions of this Agreement.  
7
- 8 B. The Employer in addition to any other powers, duties or rights, shall have the  
9 exclusive power, duty and the right to:
  - 10 1. Direct the work of its public Employees.
  - 11 2. Hire, promote, demote, transfer, assign, and retain public Employees for  
12 proper cause.
  - 13 3. Suspend or discharge public Employees for proper cause.
  - 14 4. Maintain the efficiency of governmental operations.
  - 15 5. Relieve public Employees from duties because of lack of work or for other  
16 legitimate reasons.
  - 17 6. Determine and implement methods, means, assignments, and personnel  
18 by which the public Employer's operations are to be conducted.
  - 19 7. Take such actions as may be necessary to carry out the mission of the  
20 public Employer.
  - 21 8. Initiate, prepare, certify, and administer its budget.
  - 22 9. Exercise all powers and duties granted to the public Employer by law.

# ARTICLE V

## ASSOCIATION RIGHTS

### A. MEETINGS

The Association shall have the right to hold a reasonable number of meetings on school district property before and after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the District, resulting from such meetings, will be borne by the Association scheduled with the district office or local school.

### B. COMMUNICATIONS

1. The Association shall have the right to use Employee mailboxes and the district mail service for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit.
2. The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all material posted will relate only to the Association's official business as negotiating agent of the Employees. All material of the Association shall be placed on such bulletin boards.

### C. EQUIPMENT

1. The Association and its members may make use of any equipment, including typewriters, mimeographing machines, etc.
2. The Association shall furnish their own supplies.
3. The official monthly publication of the Association shall be printed by the Employer's print shop. The Association will reimburse the Employer the cost of the material used.
4. The use of equipment shall be subject to the rules promulgated by the Employer.

# ARTICLE VI

## DUES DEDUCTION

### A. AUTHORIZATION

Any Employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction of professional dues. The form of assignment shall be as set forth in Schedule B. The Association will reimburse the Employer for a service fee, if any, for providing the dues deduction.

### B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Employer shall deduct one-twelfth (1/12) of total dues from the regular salary check of the Employee each month for twelve (12) months, beginning in October and ending in September of each year.

### C. PRO-RATED DEDUCTION

Employees who begin after October 1st of any year shall have the total dues pro-rated on the basis of remaining months of employment through May.

### D. DURATION

Such authorization shall continue in effect for one year unless sooner revoked by the Employee in writing by a thirty (30) day notice to the Employer and to the Association.

### E. TRANSMISSION OF DUES

The Employer shall transmit to the Association Treasurer the total monthly deduction for professional dues within fifteen (15) school days following each regular pay period and a listing of the Employees for who deduction was made.

### F. HOLD HARMLESS

The Association agrees to indemnify and hold harmless the Employer, each individual Board of Directors member, and all Administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deductions.

# **ARTICLE VII**

## **OTHER PAYROLL DEDUCTIONS**

- 1 Upon written authorization from the Employee, the Employer shall deduct from the  
2 salary of any Employee and make remittance for the following:  
3  
4           1. Tax Shelter annuities not less than \$50.00 per month.  
5           2. Iowa State Credit Union.  
6           3. Polk County School Employees Credit Union.  
7           4. Any other Board approved deduction not listed.  
8  
9 The above deductions will be placed in the mail within five (5) working days of the  
10 Employee pay day.

# ARTICLE VIII

## COMPLIANCE CLAUSES AND DURATION

### A. SAVINGS CLAUSE

In the event that any provision of this Agreement shall become void or illegal during the time of this Agreement, such provision shall become inoperative and immediately subject to renegotiation but all other provisions of the Agreement shall remain in force and effect for the duration of this Agreement.

### B. FINALITY AND EFFECT OF AGREEMENT

This Agreement constitutes the entire bargaining Agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Both the Employer and the Association, for the life of this Agreement waive any right which might exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. However, if the legislature, during the duration of this Agreement, expands the scope of bargaining, the Association and the District will enter into negotiations regarding the expanded scope and/or affected terms of the collective bargaining agreement for the next school year.

By mutual agreement of the parties, this Agreement may be amended or modified, and such amendments or modifications shall become a part of this Agreement when signed and ratified by both parties and attached to this Agreement.

If the State Legislature requires any contract days beyond the current 194, ArticleXVII, Employee Work Year Section will be reopened and pay for the additional days will be negotiated.

### C. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Employer, after agreement with the Association on format, within (30) days after the Agreement is signed. The Agreement shall be presented to all Employees and the Employer shall provide the Association with one hundred (100) additional copies.

### D. NOTICES

Whenever any notice is required to be given by either of the parties to this Agree-



ment to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

1. If notice is to be given by the Association to the Employer it shall notify the Employer at 306 S.W. School Street, Ankeny, Iowa 50021
2. If the Employer is to give notice to the Association it shall do so in care of the President of the Ankeny Education Association, 306 S.W. School Street, Ankeny, Iowa 50021.

#### **E. DURATION PERIOD**

This Agreement shall be effective as of August 10, 2006 and shall continue in effect until August 9, 2008 except as provided below.

This Agreement shall automatically continue in force and effect for additional one year periods, except as may be amended, modified, or substituted upon the request of either party to re-open negotiations, which request shall be given no later than November 15, 2006. However, Article IX Wages and Salaries including Schedule C, Schedule D, Article XI Insurances, and one language item for each party shall be subject to renegotiation for the periods August 10, 2007 to August 9, 2008 upon the request of either party given no later than November 15, 2006.

#### **F. SIGNATURE CLAUSE**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respected chief negotiators and their signatures placed hereon all on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ANKENY EDUCATION ASSOCIATION**

**BOARD OF EDUCATION  
ANKENY COMMUNITY  
SCHOOL DISTRICT**

BY \_\_\_\_\_ BY \_\_\_\_\_  
President President

BY \_\_\_\_\_ BY \_\_\_\_\_  
Chief Negotiator Chief Negotiator

# ARTICLE IX

## WAGES AND SALARIES

### A. SCHEDULE

The salary of each Employee, covered by the regular salary schedule, shall be set forth in Schedule C which is attached hereto and made a part hereof.

### B. PLACEMENT ON SALARY SCHEDULE

1. **Placement to Salary Schedule**-The Employer shall determine each Employee's initial placement on the salary schedule in accordance with paragraph 2 below. Any Employee hired prior to the second semester of any school year and who completes the school year shall be given credit for one (1) year of service toward the next increment step for the following year. Employees hired with eight years or less experience shall be placed on step (0-8) of the appropriate classification.
2. **Credit for Experience**-Credit may be given for work experience which the Employer determines to be relevant to an employee's work responsibilities. The determination of such credit for placement on the schedule shall be the Employer's sole discretion.
3. **Returning to the District**-Any Employee with previous teaching experience in the Ankeny Community School District shall, upon returning to the system, receive credit on the salary schedule for outside teaching experience as referred to in paragraph 2 above. Such employees who have not been engaged in other teaching activities may, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

### C. ADVANCEMENT ON SALARY SCHEDULE

1. **Increments**-Employees on the regular salary schedule may be granted one increment of vertical step on the schedule for each year of service until the maximum for their educational classification is reached.
2. **Change in Classification**-To be considered for a change in classification, Employees must notify the Board Secretary of their qualification or intent to qualify by March 10th of the year preceding the year in which the change of classification would take place. Proof must be submitted in person to the Board Secretary by September 10th of the year which the change in classification would occur.
3. **Classifications and Requirements**- There shall be five teacher classifications and one nurse classification on the salary schedule as follows:
  - Classification I- B.A. Degree, B.S.N. Degree
  - Classification II- B.A. Plus 20 Semester Hours
  - Classification III- M.A. Degree
  - Classification IV- M.A. Plus 15 Semester Hours
  - Classification V- M.A. Plus 30 Semester Hours
  - Nurse Classification- R.N. Degree

51 The requirements for each classification shall be set forth in Board Policy.

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53 **D. STATE STANDARD**

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55 Employees must meet certification standards as established by the State De-  
56 partment of Public Instruction.

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58 **E. METHOD OF PAYMENT**

- 59  
60 1. **Pay Periods-** Each Employee shall be paid in twelve (12) equal install-  
61 ments on the twentieth (20th) of each month. Employees shall receive  
62 their checks at their regular school building and on regular school days in  
63 a closed envelope.  
64  
65 2. **Exceptions-** When a pay date falls on or during a school holiday, vacation,  
66 or weekend, Employees shall receive their paycheck on the last previous  
67 working day.  
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69 3. **Summer Checks-** Summer checks, other than for summer school Employ-  
70 ees, shall be mailed to the address designated by the Employee.  
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72 4. The District may provide Employees with the ability to choose to have  
73 their paychecks electronically deposited in the banking institution of their  
74 choice.  
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76 **F. LONGEVITY STEP**

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78 Employees who have reached step 24 of the BA lanes or step 25 of the MA  
79 lanes for at least one year shall receive a 3% longevity step for the 2006-2007  
80 school year.  
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82  
83 **G. INSTRUCTIONAL IMPROVEMENT LEVY PAYMENTS**

84 Employees participating in approved cadres or instructional sessions will be  
85 compensated at the following rates:

86 **2006-07**

87 Extended Classes	\$23.00/Hour
88 Extended Class Instructors	\$32.00/Hour

# ARTICLE X

## SUPPLEMENTAL PAY

### A. EXTRACURRICULAR ACTIVITIES

1. **Approved Activities**-The Employer may approve school sponsored activities on a need basis.
2. **Rates of Pay**-Pay for any extracurricular position which the Employer establishes shall be negotiated by the Employer and the Association and shall be added to the Supplemental Pay Schedule (Schedule D). All other extracurricular positions shall be compensated at the percentage rate set forth on Schedule D times the generator base for each year.

### B. EXTRA-DUTY ASSIGNMENTS

1. **Assignments of Duties**-The Employer shall have the right to assign Employees to school activities outside the hours of the work day. The Employer shall attempt to rotate such assignments between the Employees in the building affected by the extra-duty event.
2. **Pay for Extra-Duty Assignments**-Employees shall perform one extra-duty assignment per year without additional compensation. Any extracurricular duty assigned to the Employee beyond the first one shall be compensated at \$20.00 per assignment.

### C. EXPENSES FOR TRAVELING EMPLOYEES

Employees who have an academic assignment in more than one (1) school per day shall be reimbursed for all necessary and authorized driving for the shortest possible route between arrival at the first assigned building at the beginning of the school day and the time of departure from the last location at the close of the work day.

The per mile rate of reimbursement shall be 38¢ per mile and shall be made by the end of the fiscal year.

No employee shall be reimbursed for travel related to meetings which employees are generally required or expected to attend including, but not limited to, mass teacher meetings, curriculum meetings, departmental meetings, PTA meetings, plays, athletics, music programs, open houses, parent-teacher conferences and programs, faculty meetings, and all other similar type school functions and programs.

# ARTICLE XI

## INSURANCES

### A. TYPES

The Employer agrees to provide all Employees the following insurance protection:

#### 1. Health

The Employer will pay the costs of the premium for health insurance for Employees up to \$372.66 per month. The Employer shall also pay the costs of such insurance for family coverage up to \$799.89 per month for the 2005-2006 school year.

2. The Employer shall pay \$2,626 in salary in addition to the amounts on the salary schedule during the 2006-2007 school year. The Employer will continue to pay the cost of the premium for a single dental insurance policy for Employees. \$306 in additional salary is included in the flex plan amount to cover the cost of the single dental. This increase is not dependent upon dental insurance being offered.

3. A flexible spending account will be made available to Employees subject to section 125 of the Internal Revenue Code. Employees who elect to set up a flexible spending account may use the account for insurance premiums, including dependent premiums, permitted medical care or dependent care.

Each Employee shall have the right to waive out of dental insurance by showing evidence of other coverage. The Employee who waives out of dental insurance does not relinquish the cost of single coverage and may choose to take it in salary.

#### 4. Long Term Disability

For 2006-2007 insurance coverage shall be provided as was applicable to the 2005-06 school year. The benefit level shall be 66 2/3%.

#### 5. Life

Each Employee shall be covered by a term life insurance program paid for by the Employer that provides a minimum death benefit of \$40,000 double indemnity for accidental death. Employees may purchase additional increments of \$5,000 at their expense subject to the conditions of the carrier.

6. Employees who are employed on a less than half-time basis shall be eligible for one half the health and major medical insurance coverage provided by this Agreement, provided they pay the balance through payroll deduction.

### B. COVERAGE

The Employer-provided insurance programs shall be for twelve (12) consecutive months. Employees new to the district shall be covered by the Employer-provided insurance, except LTD coverage, commencing with the first day of service as stated in the Employee's teacher contract with the district as that coverage

is described in the master insurance contract between the insurance carriers and the school district. Long term disability (LTD) insurance coverage for new employees of the district shall commence with the first day of actual service with the district as that coverage is described in the master insurance contract between the insurance carriers and the school district.

#### **C. CONTINUATION**

Except as outlined in Article XIV. Section D.4, in the event that an Employee, absent because of illness or injury, has exhausted accrued sick leave, the above mentioned benefits shall continue throughout the balance of the school year at the Employee's expense and subject to the terms and provisions of the insurance carrier.

Employees on paid leave shall continue to have Employer contributions according to the level described above.

Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Employer paid programs by paying the premiums themselves to the Employer within thirty days of the billing date, subject to the terms and provisions of the insurance carrier.

The premiums that an Employee pays for continuation of Employer paid insurance while on unpaid leave, shall be prorated based upon contract days served. The proration shall be based upon total contract days which shall include total teacher contract days, work days, inservice days, and vacation days. Employees starting after the first or leaving prior to the last contract day shall also have Employer paid premiums paid on a prorated basis by the Employer.

#### **D. DEATH BENEFIT**

The Employer shall maintain all existing Employer paid health and major medical family insurance benefits for the family of a deceased Employee for three months.

# ARTICLE XII

## SICK LEAVE

### A. ACCUMULATIVE BENEFITS

Employees shall be entitled to following sick leave amounts:

- |                                  |         |
|----------------------------------|---------|
| 1. The first year of employment  | 10 days |
| 2. The second year of employment | 12 days |
| 3. The third year of employment  | 15 days |

Fifteen days after the third year of employment up to a maximum total of 135 accumulated sick leave days.

The above amounts shall apply to consecutive years of employment in the Employer's district. The school board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

Such leave shall be as of the first official day of said school year whether or not the Employee reports for duty on that day.

### B. NOTIFICATION OF ACCUMULATION

Employees will be provided a written accounting of accumulated sick leave days with their paycheck. The minimum usage of sick leave shall be one-half (1/2) day.

### C. ANTICIPATED PERIODS OF DISABILITY

An Employee who anticipates a period of disability during the school year for reasons other than an immediate emergency shall advise in writing his or her principal as soon as the need for such period of disability becomes known to the Employee. The Employee shall inform his or her principal of the probable dates of commencement and termination of such periods of disability. This paragraph is intended to apply to all anticipated non-emergency disabilities. Examples included but are not limited to gall bladder surgery, prostate surgery, and pregnancy.

### D. EXTENDED LEAVE

An Employee who is unable to work because of personal illness or disability including personal illness or disability due to pregnancy, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year after the Employee has exhausted all sick leave available. The leave may be renewed each year upon written request by the Employee and at the discretion of the Employer.

### E. RETURN RIGHTS

In the event of an extended leave, the Employee may be returned to the same position as held prior to said leave and will be placed at the same position on the salary schedule as at the time the Employee's leave began.

# ARTICLE XIV

## TEMPORARY LEAVES OF ABSENCE

### A. PAID LEAVES

Employees may be entitled to the following temporary, non-accumulative leaves of absence with pay each Agreement year.

**1. Personal/Emergency-**At the beginning of every school year, each employee shall be credited with two (2) personal leave days, which may be accumulated to a maximum of five (5) to be used at the employee's discretion subject to the provisions set forth below:

- a. An employee planning such use shall notify the Employer or a designee of the Employer at least two (2) school days in advance of taking such leave.
- b. No personal leave will be granted during parent-teacher conferences. Personal leave, except when being used for "vacation," may be used immediately before or after holidays/vacations and during the first and last five (5) student days.
- c. Such leave will be granted for only one-half (1/2) day increments, and the number of Employees per building per day shall be as follows:

East	3	Terrace	3
Northeast	3	Westwood	3
Northwest	3	Parkview	5
Southeast	3	Northview	5
Senior High	6	Crocker	3
- d. Exceptions to the requirements of subparagraphs a through c can be made by the Superintendent or designee in his or her sole discretion, including circumstances recognized as emergencies by the Superintendent or Principal.
- e. Employees choosing not to use their personal day(s) after reaching the maximum accumulation of five days shall be reimbursed \$80 per day in 2006-07. Retiring staff may be paid for up to two unused personal days.

**2. Family Illness/Adoption Leave-**At the beginning of every school year, each Employee shall be credited with five (5) paid days for illness in the immediate family – father, mother, son, daughter, corresponding in-laws of the prior relatives; step-parent, step-child, grandparent, grandchild, husband and wife, or for the adoption of a child. Such leave shall be granted in one-half (1/2) day increments. An employee may use personal leave for family illness leave, in which case the restrictions in paragraph 1 shall not apply.

**3. Medical and Dental-**Employees may be allowed release time for their medical and dental appointments, if a substitute is not required. This provi-



sion will apply only during a planning period or after 2:30 p.m. Requests for absence under this paragraph must be made at least one (1) school day in advance of the requested absence. Release time is subject to the approval of the principal.

4. **Legal**-An Employee summoned for jury duty or subpoenaed shall be granted leave for such purpose, except an Employee who is subpoenaed when the parties are the Association and Employer. The per diem rate of the Employee's salary shall be deducted to the extent of jury remuneration the Employee receives during such leave.

5. **Professional**-The Employee may be granted professional leave upon written request to the Superintendent or his designee. Such request shall be submitted not less than (10) school days prior to the date of such leave. Notification of approval/disapproval of such leave shall not be unreasonably withheld. Reimbursement will be paid for basic travel expense, lodging, and registration fees.

6. **Bereavement**-Eleven (11) paid days of leave per year shall be available to an Employee for the death of immediate family members, relatives, and friends. Employees may use a maximum of five (5) days per death. Leave must be used in consecutive days.

Leave must be used in consecutive days, except for the Superintendent or Superintendent's designee may approve an employee's request for non-consecutive bereavement leave when the funeral or memorial service is more than five (5) work days after the death.

Employees may be allowed release time for bereavement, if a substitute is not required. This provision will apply only during a planning period or after 2:30 p.m.

An Employee may use personal leave for bereavement leave, in which case the restrictions of paragraph 1 do not apply. This is in addition to the 11 days and may be used to extend the 5 day maximum.

## **B. LEAVE WITHOUT PAY**

1. **Association Officers**- A leave of absence without pay shall be granted to any Employee for the purpose of serving as an elected officer of the State Association or National Association, such leave to be coincidental with the term of office. Upon return from such leave, such Employee shall be placed at the same position on the salary schedule as at the time said Employee's leave of absence began.

## **C. ASSOCIATION LEAVE**

Up to twenty (20) days shall be available for Employees as representatives of the Association to attend conferences or seminars of the local, state, or national associations or for the necessary duties of the Association President. Such leave shall be requested ten (10) school days in advance. Expenses of the Employee shall be borne by the Association or Employee. If a substitute is required, the Association shall reimburse the Employer the cost of said substitute. When an Employee is serving as an NEA/ISEA representative at large for Iowa, six (6) additional days shall be permitted.

107 **D. FMLA LEAVES**

- 108
- 109 1. Eligible Employees. Employees who have been employed by the District
- 110 for at least 12 months and have been employed for at least 1250 hours
- 111 of service during the 12 month period immediately proceeding the com-
- 112 mencement of a leave are "eligible Employees" for leaves permitted under
- 113 the Family and Medical Leave Act (FMLA).
- 114
- 115 2. Leave Purposes: FMLA leave may be taken for the following purposes:
- 116
- 117 a) For the birth of a son or daughter and to care for the newborn child;
- 118
- 119 b) For the placement with the Employee of a son or daughter for adoption
- 120 or foster care;
- 121
- 122 c) To care for the Employee's spouse, son, daughter, or parent with a
- 123 serious health condition;
- 124
- 125 d) Because of a serious health condition that makes the Employee un-
- 126 able to perform the functions of the Employee's job.
- 127
- 128 3. Leave Amount.
- 129
- 130 a) An eligible Employee may take up to 12 weeks FMLA leave within the
- 131 fiscal year of the District beginning July 1 and ending June 30. Any
- 132 leave taken for a purpose which qualifies for FMLA leave, whether or
- 133 not allowed under any other provision of this contract, will be counted
- 134 as FMLA leave for purposes of calculating leave used by an Employee.
- 135 However, when other provisions in this agreement provide for leave
- 136 in excess of the leave available under FMLA, those provisions will
- 137 control.
- 138
- 139 b) If one week or more in duration, Spring break and Winter break will
- 140 not be counted as part of an Employee's FMLA usage.
- 141
- 142 4. Benefits: During an FMLA leave, the District shall continue its contribution
- 143 to the cost of all benefits, including health insurance. Any leave provisions
- 144 in this agreement which provide for paid leaves shall be honored, but any
- 145 other leave under FMLA will be unpaid.
- 146
- 147 5. Requirements: The District may require an Employee to substantiate the
- 148 need for FMLA leave prior to approving such leave. The provisions of the
- 149 Family and Medical Leave Act and the regulations issued regarding it shall
- 150 control the use of FMLA leave.
- 151

152 **E. PARENTAL LEAVE**

- 153
- 154 1. Employees eligible for leave under the Family and Medical Leave (FMLA)
- 155 may be granted up to twelve (12) weeks of parental leave without pay. Leave
- 156 time during which an Employee is unable to work is deducted from the 12
- 157 week maximum leave available, including medically necessary leave used
- 158 prior to the birth of a child. Employees who are not eligible for FMLA leave
- 159 may request leave under the provisions of paragraph F, Other Leave.
- 160
- 161 2. Parental leave may be taken for the birth of an Employee's child or the

placement of a child with the Employee for adoption or foster care and to care for the newborn or newly placed child. Parental leave, once begun, must be taken consecutively. Summer vacation periods will not cause a break in a continuous leave.

3. Parental leave must be concluded by the end of the 12-month period beginning with the birth or placement of the child with the Employee.
4. The maximum leave of 12 weeks for parental leave is reduced by any other FMLA qualifying leave used by the Employee during the school year running from July 1 to June 30 annually, including a reduction for the sick leave described in paragraph 1. For example, an Employee who has used 6 weeks of sick leave in connection with the birth of a child may take an additional 6 weeks of "parental leave" (assuming that no other FMLA leave has been used).
5. If both the mother and the father of the child are Employees of the District, not more than a combined total of 12 weeks' leave may be taken for parental leave for purposes by the mother and father, exclusive of any leave taken for physical disability. For example, if a husband and wife working in the District have a newborn and the mother uses 6 weeks of sick leave (which will be deducted from her total FMLA allotment), the combined maximum parental leave available to the mother and father is 12 weeks, only 6 of which may be used by the mother, since she has already used 6 weeks of her FMLA allotment.
6. A request for parental leave must be submitted in writing thirty (30) days before the anticipated birth or placement of the child. If thirty (30) days notice is not practicable due to lack of knowledge, change in circumstances, or medical emergency, notice must be given as soon as practicable.
7. Any Employee may request "other leave" beyond the employee's FMLA allotment; however, the District may deny or restrict such leave based upon the needs of the District.

## **F. OTHER LEAVES**

Notwithstanding any past practice related to unpaid "vacation" leave, the Employer, in its discretion, may grant other paid, partially paid, or unpaid leaves upon the filing of a written request for such leave by an Employee.

# ARTICLE XV

## SABBATICAL LEAVES

### A. PURPOSE

An unpaid leave may be granted to an Employee by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

### B. CONDITIONS

Sabbatical leave may be granted, subject to the following conditions:

1. **Percentage of Employees**-If there are sufficient qualified applicants, sabbatical leaves may be granted to not more than five (5) percent of the Employees at one time.
2. **Requests**-Requests for sabbatical leave shall be received by the Superintendent in writing not later than February 1. The Superintendent may require the applicant to provide further information. The Employer shall take action on all such requests by April 1 of the school year preceding the school year for which the leave is requested.
3. **Minimum Time to Qualify**- The Employee has completed at least six (6) full school years of service in the Ankeny Community School District.
4. **Remuneration**- During the period of sabbatical leave, an Employee may engage in remunerative employment and may accept grants or fellowships.
5. **Return**-In the event that a sabbatical leave is granted, the Employee (recipient) and the Employer shall enter into a mutually agreeable individual Agreement relating to the return of the Employee.

# ARTICLE XVI

## EMPLOYEE WORK YEAR

### A. EMPLOYEE WORK YEAR

The regular contract of Employees, with the exception of new employees and excluding extended and supplemental contracts, will be 194 days and will include 180 teacher-student contact days; 8 professional days as determined by the District; and 6 paid vacation days. The regular contract of New Employees will be 197 days as 3 extra orientation days will be added to their contract.

Employees on unpaid leave will be deducted 1/194 per day. Employees must be in attendance the day before or the day after the holiday/vacation period to avoid being deducted for the holiday/vacation.

### B. VACATIONS

The following days shall be paid vacation days:

Labor Day	Christmas Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Memorial Day

### C. NON-ATTENDANCE

Whenever student attendance is not required due to inclement weather, the Employer may require Employee attendance. Employees in non-attendance on such day due to circumstances beyond the control of the Employee, shall not be charged leave nor suffer loss of pay.

### D. IN-SERVICE EDUCATION

1. **Makeup**-The In-Service Education Committee shall consist of the Staff Development Advisory Committee and employer representatives for the purpose of making recommendations to the Employer on the structure and content of the Employer's in-service program.
2. **Finality**- The Employer shall have the final decision as to the structure and content of the Employer's in-service training as recommended by the Committee.

### E. ADDITIONAL MEMBERSHIP

Nothing in this article shall be construed to prevent established committees from consulting with or appointing to sub-committees such additional Employees, Administrators, students, parents, or other persons deemed desirable or appropriate. In the event professional consultants are utilized or added, prior approval/disapproval shall be obtained from the Superintendent. The cost, if any, of approved consultants shall be paid by the Employer.

# ARTICLE XVII

## EMPLOYEE HOURS

### A. WORK DAY

1. The regular work day of an Employee shall be 7 hours and 50 minutes commencing no earlier than 7:30 a.m. and ending no later than 3:50 p.m. Persons teaching "early bird" classes commence their workday as of 6:45 a.m.
2. On days preceding holidays (Thanksgiving and Christmas) and/or school vacations, and in inclement weather Employees may leave 15 minutes after student dismissal in their respective building. On Fridays, Employees may be released early and elementary Employees will remain an amount of time equivalent to the secondary Employees. (See Student & Teacher Times in the teacher's handbook.)
3. The Employer shall insure a duty-free lunch period of thirty (30) consecutive minutes unless unusual or emergency circumstances require otherwise. An Employee who has no assigned duties during his/her lunch period will be allowed to leave their building. No Employee shall exceed thirty (30) minutes when he/she leaves the building.

### B. MEETINGS

1. **Faculty and Other**-Employees shall be required to attend faculty and other professional meetings before or after the regular work day without additional compensation. Such meetings shall not exceed thirty (30) minutes prior to or subsequent to the work day. Employees shall be given 24 hours' advance notice of said meetings unless unusual or emergency circumstances require otherwise. Except in unusual or emergency circumstances, meetings will not be held before 7:30 a.m.
2. **Evening**-Employees may be required to attend three (3) evening meetings per school year without additional compensation provided that one such meeting shall be for NCA or NCA related purposes. Employees shall be notified two (2) weeks in advance of a night meeting.

### C. FLEX DAYS

During the both the Fall and Spring, the Employer may use one (1) work day by scheduling a day and a half (1 1/2) of work on two days. Employees shall not be required to perform services on one Monday or Friday designated by the Employer for each day so used.

The Employer shall give the Employees advance notice of such scheduling. A day and a half (1 1/2) which extends into the evening shall not count as an evening meeting for the purposes of the limitations set out in B.2. above. Additional flex days per year may be scheduled for kindergarten teachers upon mutual agreement by the Employee and Building Principal.

# ARTICLE XVIII

## SENIORITY, STAFF REDUCTION AND TRANSFERS

### A. SENIORITY

1. Seniority will be computed from the Employee's most recent date of hire in the bargaining unit and will begin to accrue as of the first day of actual service. Seniority will be prorated for partial years and less than full-time Employees.
2. Seniority will continue to accrue during all paid leaves of absences.
3. Seniority will not be terminated by an unpaid leave of absence or by employment by the Board in a position outside of the bargaining unit. During an unpaid leave of absence, the Employee shall accrue no further seniority. However, Employees who have a job related accident or injury and who are on disability or workers compensation may continue to accrue up to one year of seniority while on leave.
4. Seniority shall be district wide.
5. Seniority shall operate within the following groups:
  - a) 7-12 Departments:
    1. Science
    2. Math
    3. Home Economics
    4. Language Arts
    5. Industrial Arts
    6. Social Studies
    8. Business Education
    9. Agricultural Science & Technology
  - b) K-6 General Teaching Certificate
  - c) Areas of Specialized Service:

1. Special Reading Teachers	9. Vocal Music Teachers
2. Elementary Guidance Counselors	10. Instrumental Music Teachers
3. Secondary Guidance Counselors	11. Physical Education Teachers
4. Elementary Media Specialists	12. Art Teachers
5. Secondary Media Specialists	13. Gifted and Talented
6. School Nurses	14. In-School Suspension
7. K-6 Teacher of Special Education	15. Modern Language/Intn'l. Studies
8. 7-12 Teacher of Special Education	16. Learning Center
6. A seniority list of names and years of employment with the Employer shall be maintained and distributed yearly by the Superintendent or his designee. A copy of the seniority list shall be posted in each school building on or before October 30th. The timeliness of a grievance concerning the seniority

list shall be determined from the date the list is posted.

## **B. STAFF REDUCTION**

In the event the Employer determines that Employees must be laid off, the following procedures will be pursued:

- a) Layoffs shall be affected within seniority groups as outlined in A.5 above.
- b) Probationary Employees in a seniority group shall be laid off first, unless considered necessary to maintain a program or teach a subject area. Non-probationary employees in the seniority group will be laid off on the following basis, weighing each numbered criteria equally:
  1. Highest degree earned from accredited college or university. If two or more Employees have more than a BA degree, Employees with an MA degree in the educational area to which they are assigned shall be ranked higher than Employees with an MA degree outside the educational area. If two or more Employees have degrees which are ranked the same, the Employee with the highest lane placement shall be ranked highest.
  2. Total years of teaching experience.
  3. Seniority.
  4. Evaluations over the current and three previous school years.
- c)
  1. Employees within a seniority group as defined in A.5 (a), (b) or (c) of this article will be ranked by applying the above criteria and the Employee(s) with the lowest rank shall be subject to reduction provided that the Employer shall not be required to reduce an Employee considered necessary to maintain a program or to teach a subject area. In the event the application of the above criteria results in two or more teachers who are tied with the lowest ranking, the Employee with the least seniority shall be reduced first. If still tied, the Employee with the least educational preparation shall be reduced. If still tied, the Employer shall reduced according to teaching experience. If still tied, the Employer shall determine who shall be reduced.
  2. In determining the relative evaluation of 2 or more Employees, the evaluations will be considered equal unless the Employee has been advised prior to December 1st of the current year that his or her teaching performance does not meet the standard of performance in the District.
  3. An Employee who has been involuntarily transferred or reassigned to a different seniority group and who is to be laid off from the new group shall be returned to the seniority group from which transferred or reassigned and considered for termination with the members of the prior seniority group.
- d) Those Employees to be laid off will be notified of the Employer's deci-



104 sion by the Superintendent or his designee before April 30th of the  
105 year preceding the layoff.  
106

### 107 C. RECALL PROCEDURES 108

- 109 1. **Recall rights**-Any Employees laid off pursuant to this policy shall have  
110 recall rights to any position in the area from which they were reduced for  
111 two (2) years from the effective date of his/her layoff and shall be recalled  
112 to available positions in such areas in reverse order of layoff.  
113
- 114 2. **Benefits**-Any Employee re-employed by exercising his/her recall rights  
115 shall be restored to the salary schedule as at the time of layoff and shall  
116 retain seniority earned prior to layoff.  
117
- 118 3. **Recall list**-The Board shall keep on file a current list of those who have  
119 retained such recall rights provided by this Agreement and shall furnish  
120 said list to the Association annually.  
121
- 122 4. The Superintendent or his designee shall be kept informed by the termi-  
123 nated Employee of current address and telephone numbers and interest  
124 in recall.  
125
- 126 5. When a vacancy occurs in the bargaining unit the Employer shall notify the  
127 appropriate Employee from the recall list that he or she is being recalled.  
128 Such notice shall be by certified mail, return receipt requested. The Associa-  
129 tion shall also be informed of the vacancy and the name of the Employee  
130 who has been recalled to the position.  
131
- 132 6. Before July 1, an Employee who is recalled shall have seven (7) calendar  
133 days from the date the recall notice is delivered to either accept or reject  
134 the available position. After July 1, the Employee who is recalled shall  
135 have three (3) calendar days from the date of said notice delivery to either  
136 accept or reject the available position. Failure to respond within the above  
137 time limits shall be interpreted as rejection of the available position. Ac-  
138 ceptance or rejection shall be delivered in writing to the Superintendent  
139 or his designee or shall be sent by certified mail, return receipt requested.  
140 An Employee who rejects an available full academic year position shall be  
141 dropped from the recall list.  
142

### 143 D. TRANSFER PROCEDURES 144

- 145 1. **Definition of Vacancy**  
146  
147 A vacant position exists, except as described in this paragraph, when a  
148 regular contract position becomes available because of the death, retire-  
149 ment, transfer or termination of an Employee, or when a new position has  
150 been created. A vacancy does not exist when the number of positions or  
151 assignments in a building, grade level or department is being reduced or  
152 until the staff of the District is assigned or reassigned to available work. A  
153 vacancy does not exist when an Employee is on a paid leave of absence  
154 of one semester or less, or when a position will be temporarily filled for  
155 one semester or less.  
156
- 157 2. **Transfers Distinguished from Assignment or Reassignment**  
158

A transfer, whether voluntary or involuntary, only occurs after the Employer has determined how to assign or reassign staff to the work available. Reassignments in some cases are so similar to involuntary transfers that persons who have been reassigned are given the same consideration as Employees who have been involuntarily transferred, as more completely described under "Involuntary Transfer Procedures" below.

### **3. Transfer Defined**

A transfer is the movement of an Employee to a vacancy from one department to another in grades 7 through 12 or the movement of an Employee to a vacancy in one building from another building. Since a transfer is the movement to a "vacancy," no "transfer" occurs until the Employer has made all assignments or reassignments for existing staff members.

### **4. Definition of Qualifications**

Qualifications as used in this agreement shall include:

- a. Professional preparation.
- b. Evaluations (considered equal unless an Employee has been notified that his or her performance does not meet district standards).
- c. Experience.

### **5. Voluntary Transfer Procedures.**

- a. All vacancies shall be posted in all school buildings. The notice of a vacancy shall include the date of posting and the final date on which applications will be accepted. The notice will be posted in the faculty room for at least seven (7) calendar days before the final date when applications must be submitted. Employees shall be selected to fill a vacancy based upon their qualifications. When two or more Employees are deemed to be equally qualified for the position, seniority will control except in unusual circumstances.
- b. Employees, including those within the building where the vacancy exists, may apply in writing to the individuals designated in the vacancy notice for any posted vacancy, and all applications shall be considered. All applications shall name the vacancy for which the applicant wishes consideration.
- c. Employees who have not yet attained Iowa licensure are ineligible for a voluntary transfer until the employee has met the requirements for a standard Iowa teaching license. This pertains only to employees whose first day of work in the Ankeny Community School District was after July 1, 2006.
- d. When a vacancy is filled, all applicants shall be notified of the transfer selection or nonselection and the reasons for it as soon thereafter as practical and notice of the filling of the vacancy will be posted.
- e. For positions becoming vacant during summer vacation, Employees may file a letter requesting consideration should a position open. This

letter must contain the following information:

1. Position desired
2. Summer address
3. Summer telephone number

Those indicating an interest in a certain position will be notified by telephone or mail. A notice of these positions will be posted in the Administration building.

- f. After an Employee has obtained a voluntary transfer, the Employee shall not be eligible for any other voluntary transfer during that school year.

## **6. Involuntary Transfer Procedure**

- a. An involuntary transfer shall be considered to be the movement of an Employee to a vacancy from one department to another in grades 7 through 12, the movement of an Employee to a vacancy from one grade to another in grades K through 6, or the movement of an Employee to a vacancy from one building to another building. A reassignment involving the movement of an Employee from one department to another in grades 7 through 12, the movement of an Employee from one grade to another in grades K through 6, or the movement of an Employee from one building to another shall entitle the Employee to the considerations described in the following paragraphs b through d.
- b. An involuntary transfer or reassignment described above shall be made only after a meeting between the Employee involved, an Association representative at the Employee's option, a Superintendent or his designee, and other appropriate administrative representatives.
- c. An Employee being considered for involuntary transfer or reassignment as described above may request in writing a voluntary transfer to any open position, which request shall show the Employee's order of preference for the open positions. An Employee who is involuntarily transferred shall receive written reasons for the decision.
- d. If an Employee who has been involuntarily transferred or reassigned as described above within the past three years requests a voluntary transfer within his or her seniority grouping, such Employee shall receive first consideration for such transfer, and if not approved, the Employer shall inform the Employee in writing of the reasons for nonapproval.

## **7. Replacement Employees**

- a. A position to be filled for one semester or less because of temporary assignment may be filled by a replacement Employee. A position to be filled for more than one semester shall be filled by a replacement Employee. A replacement Employee shall first be obtained through the recall procedure of this agreement. If a vacancy to be filled by a replacement Employee is for less than a full academic year, an Employee on the recall list may be declined recall without being dropped from the recall list.

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- b. Replacement Employees may be hired only for the term of the leave of absence or temporary assignment and may be reduced from staff without reference to paragraph B, Staff Reduction of this Article.
- c. Replacement Employees shall not be placed on the recall list unless they were employed by using the recall procedure or were employed in the vacant position for a full academic year.

**8. Mid-year Vacancies**

- a. Vacancies occurring after July 1 and during the school year may be filled immediately at the discretion of the Employer. If such a vacancy is posted or if an employee is to be contacted as described in paragraph 5d of this Article, the Employer shall not be required to wait for the posting period to fill the position. All such vacancies except those for involuntary transfer or reassignment shall be posted for 24 hours.

# ARTICLE XIX

## EMPLOYEE EVALUATION

### A. NOTIFICATION

The building principal or appropriate supervisor shall acquaint each Employee under his/her supervision with the evaluation procedures and criteria. The purpose of the orientation is to achieve an understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed. An employee serving under an initial provisional license issued pursuant to Chapter 272, Code of Iowa, shall be evaluated based upon the Iowa teaching standards set forth in Section 284.3, Code of Iowa (2003), as that section may be amended from time to time.

### B. TYPES OF PROCEDURES

Evaluation will include both formal and informal procedures. The Employee shall be informed of the week during which at least one formal evaluation is to take place prior to the scheduled observation. All other formal evaluation of Employee shall be conducted with knowledge of the Employee.

### C. REQUIRED OBSERVATIONS

The Employee performance of a regular, non-licensed full-time first year Employee shall be formally evaluated a minimum of three (3) times during the school year. Licensed employees will be on an evaluation cycle at least once every 3 years. During the evaluation cycle, employees will be evaluated formally at least once.

### D. RESULTS OF EVALUATION

Results after each formal classroom observation shall be in writing, with a copy given to the Employee usually within seven (7) working days of the observation. The Employee shall sign the evaluation results confirming that a conference has been held. Any written material resulting from an informal evaluation which is to be included in the Employee's personnel file shall be shown to the Employee who will sign the same confirming that a copy has been shown to them. Except when mutually agreed upon by the Employee and the District any evaluation performed by someone other than a District Administrator shall be considered written material resulting from an informal evaluation. The employee shall correct any deficiencies noted.

### E. RESPONSES

The Employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in their personnel file within two weeks (14 days) of receipt of the evaluation feedback. The absence of comments by the Employee shall indicate agreement with the evaluation. The Employer shall sign the reply acknowledging receipt of same.

49 **F. PERSONNEL FILE**

50

51 Employees shall have the right to review and respond in writing to the contents of  
52 their personnel file, except for confidential credentials materials. Any complaints  
53 directed toward an Employee which are to be placed in his/her personnel file  
54 shall be provided to the Employee within a reasonable period of time.

55

56 **G. RIGHT TO GRIEVE**

57

58 An Employee who has been evaluated has the right to grieve that said evalu-  
59 ation is inaccurate, is not based upon the evaluation criteria or is in violation of  
60 the procedures in this article through the grievance procedure as set forth in  
61 this agreement.

# ARTICLE XX

## HEALTH

### A. PHYSICAL FITNESS-NEW EMPLOYEES

All new Employees are required to provide evidence of physical fitness on the Physical Examination Report provided by the Employer. Said report shall be filed in the Administrative Office by the 15th of August preceding the school year. In the event a new Employee begins during the school year, such report shall be filed within thirty (30) days from the commencement of the initial employment.

### B. PHYSICAL FITNESS-CONTINUING EMPLOYEES

All continuing Employees shall be required to have a physical examination every three (3) years or as the Employer may direct, on the Physical Examination Report provided by the Employer. The cost of the examination required by the Employer shall be paid by the Employee. The Employer has included in the flex spending account \$20 annually to cover the cost of a physical exam every 3 years. The Employee shall submit the Physical Examination Report to the Employer no later than September 30th of the year in which the exam is required; and such exam shall not be valid unless conducted within one hundred-twenty days (120) prior to September 30th. The Employer may require special health examinations which shall be at the Employer's expense.

# ARTICLE XXI

## SAFETY

### A. EMPLOYEE FACILITIES

The following shall be provided each Employee, as the particular duties require, upon approval of the principal.

1. **Employee Equipment**-A serviceable desk, chair, and storage area for the exclusive use of the Employee.
2. **Protective Devices**-Protective items, upon approval of the principal shall be provided the Employee, without cost to the Employee. When items issued become lost or damaged, ordinary wear and tear excepted, through the negligent acts or omissions of the Employee, the Employee shall replace such item.



# SCHEDULE A GRIEVANCE REPORT

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

**Ankeny Community School District**

**Distribution of Form**

\_\_\_\_\_  
Building

1. Appropriate Building  
Grievance Representative
2. Employee
3. Appropriate Building  
Principal or Designee
4. Superintendent

\_\_\_\_\_  
Name of Aggrieved Person

## **LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Section (s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Building Principal or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **LEVEL III**

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Date Received by  
Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

### **LEVEL IV**

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration                      Date Received by Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date of Decision

# **SCHEDULE B** **DUES DEDUCTION AUTHORIZATION FORM**

EMPLOYEE'S AUTHORIZATION FOR MONTHLY PAYROLL DEDUCTION OF THE ANKENY EDUCATION ASSOCIATION

FULL NAME \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

TO BEGIN OCTOBER 20, 20\_\_\_\_ AND TO TERMINATE SEPTEMBER 20, 20\_\_\_\_

<b>PROFESSIONAL DUES:</b>	<b>NEA</b>		<b>\$</b>
	<b>ISEA</b>		<b>\$</b>
	<b>ISEA PAC</b>		<b>\$</b>
	<b>PSUU (UniServ Support)</b>		<b>\$</b>
	<b>AEA (Local Program)</b>		<b>\$</b>
	<b>NEA FCPE</b> (fund for Children & Public Education)		<b>\$</b>
	<b>ISEA SCHOLARSHIP</b>		<b>\$</b>
	<b>Other</b>		<b>\$</b>
		<b>TOTAL AMOUNT</b>	<b>\$</b>
		<b>AMOUNT PER MONTH</b>	<b>\$</b>

TO: BUSINESS OFFICE OF THE ANKENY COMMUNITY SCHOOLS – I hereby authorize the Ankeny Community School District to deduct my annual professional membership dues from my pay each monthly payroll period; the deductions to be made in twelve (12) equal amounts starting in October and ending in September. The District is also authorized to remit to the Ankeny Education Association treasurer the amount deducted. If my contract with the District is terminated, the remainder of my monthly dues deductions may be deducted from my last paycheck.

**This authorization must be signed and dated and delivered to the Ankeny Community School District's business office by October 1, 20\_\_\_\_.**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Schedule C 2006-2007

Base Generator = \$ 24,832  
Flex Amount = \$ 2,626 \*

Step	** RN	Index	BA	Index	BA+20	Index	MA	Index	MA+15	Index	MA+30	Index
0-8	\$ 30,339	1.24	\$ 35,901	1.34	\$ 38,632	1.45	\$ 40,619	1.53	\$ 41,612	1.57	\$ 42,854	1.62
9	\$ 31,009	1.27	\$ 36,646	1.37	\$ 39,626	1.49	\$ 42,357	1.6	\$ 43,599	1.65	\$ 44,840	1.7
10	\$ 31,679	1.3	\$ 37,391	1.4	\$ 40,619	1.53	\$ 43,847	1.66	\$ 45,089	1.71	\$ 46,579	1.77
11	\$ 32,350	1.33	\$ 38,136	1.43	\$ 41,364	1.56	\$ 45,337	1.72	\$ 46,827	1.78	\$ 48,069	1.83
12	\$ 33,020	1.36	\$ 38,861	1.46	\$ 42,109	1.59	\$ 46,330	1.76	\$ 48,069	1.83	\$ 49,558	1.89
13	\$ 33,691	1.39	\$ 39,626	1.49	\$ 42,854	1.62	\$ 47,324	1.8	\$ 49,062	1.87	\$ 50,800	1.94
14	\$ 34,361	1.42	\$ 40,371	1.52	\$ 43,599	1.65	\$ 48,069	1.83	\$ 49,807	1.9	\$ 51,793	1.98
15	\$ 35,032	1.45	\$ 41,116	1.55	\$ 44,344	1.68	\$ 48,565	1.85	\$ 50,552	1.93	\$ 52,538	2.01
16	\$ 35,702	1.48	\$ 41,861	1.58	\$ 45,089	1.71	\$ 49,310	1.88	\$ 51,297	1.96	\$ 53,283	2.04
17	\$ 36,373	1.51	\$ 42,606	1.61	\$ 45,834	1.74	\$ 50,055	1.91	\$ 52,042	1.99	\$ 54,028	2.07
18	\$ 37,043	1.54	\$ 43,350	1.64	\$ 46,579	1.77	\$ 50,800	1.94	\$ 52,787	2.02	\$ 54,773	2.10
19	\$ 37,714	1.57	\$ 44,095	1.67	\$ 47,324	1.8	\$ 51,545	1.97	\$ 53,532	2.05	\$ 55,518	2.13
20	\$ 38,384	1.6	\$ 44,840	1.7	\$ 48,069	1.83	\$ 52,290	2.00	\$ 54,277	2.08	\$ 56,263	2.16
21	\$ 39,055	1.63	\$ 45,585	1.73	\$ 48,814	1.86	\$ 53,035	2.03	\$ 55,022	2.11	\$ 57,008	2.19
22	\$ 39,725	1.66	\$ 46,330	1.76	\$ 49,558	1.89	\$ 53,780	2.06	\$ 55,766	2.14	\$ 57,753	2.22
23	\$ 40,395	1.69	\$ 47,075	1.79	\$ 50,303	1.92	\$ 54,525	2.09	\$ 56,511	2.17	\$ 58,498	2.25
24	\$ 41,066	1.72	\$ 47,820	1.82	\$ 51,048	1.95	\$ 55,270	2.12	\$ 57,256	2.20	\$ 59,243	2.28
25	\$ 41,736	*** 1.75	\$ 48,565	*** 1.85	\$ 51,793	*** 1.98	\$ 56,015	2.15	\$ 58,001	2.23	\$ 59,988	2.31
26							\$ 56,760	*** 2.18	\$ 58,746	*** 2.26	\$ 60,733	*** 2.34

\* In addition to the base times the index percent, \$2,626 has been added to each cell per Article XI Insurance subsection A2.

\*\* The generator base of the Nurses schedule shall be 90% of the Teacher's generator base.

\*\*\* See Article IX, Wages and Salary subsection F, Longevity Step.

## Schedule C Without Flex Dollars 2006-2007

Base Generator = \$ 24,832  
Flex Amount =

Step	** RN	Index	BA	Index	BA+20	Index	MA	Index	MA+15	Index	MA+30	Index
0-8	\$ 27,713	1.24	\$ 33,275	1.34	\$ 36,006	1.45	\$ 37,993	1.53	\$ 38,986	1.57	\$ 40,228	1.62
9	\$ 28,383	1.27	\$ 34,020	1.37	\$ 37,000	1.49	\$ 39,731	1.6	\$ 40,973	1.65	\$ 42,214	1.7
10	\$ 29,053	1.3	\$ 34,765	1.4	\$ 37,993	1.53	\$ 41,221	1.66	\$ 42,463	1.71	\$ 43,953	1.77
11	\$ 29,724	1.33	\$ 35,510	1.43	\$ 38,738	1.56	\$ 42,711	1.72	\$ 44,201	1.78	\$ 45,443	1.83
12	\$ 30,394	1.36	\$ 36,255	1.46	\$ 39,483	1.59	\$ 43,704	1.76	\$ 45,443	1.83	\$ 46,932	1.89
13	\$ 31,065	1.39	\$ 37,000	1.49	\$ 40,228	1.62	\$ 44,698	1.8	\$ 46,436	1.87	\$ 48,174	1.94
14	\$ 31,735	1.42	\$ 37,745	1.52	\$ 40,973	1.65	\$ 45,443	1.83	\$ 47,181	1.9	\$ 49,167	1.98
15	\$ 32,406	1.45	\$ 38,490	1.55	\$ 41,718	1.68	\$ 45,939	1.85	\$ 47,926	1.93	\$ 49,912	2.01
16	\$ 33,076	1.48	\$ 39,235	1.58	\$ 42,463	1.71	\$ 46,684	1.88	\$ 48,671	1.96	\$ 50,657	2.04
17	\$ 33,747	1.51	\$ 39,980	1.61	\$ 43,208	1.74	\$ 47,429	1.91	\$ 49,416	1.99	\$ 51,402	2.07
18	\$ 34,417	1.54	\$ 40,724	1.64	\$ 43,953	1.77	\$ 48,174	1.94	\$ 50,161	2.02	\$ 52,147	2.10
19	\$ 35,088	1.57	\$ 41,469	1.67	\$ 44,698	1.8	\$ 48,919	1.97	\$ 50,906	2.05	\$ 52,892	2.13
20	\$ 35,758	1.6	\$ 42,214	1.7	\$ 45,443	1.83	\$ 49,664	2.00	\$ 51,651	2.08	\$ 53,637	2.16
21	\$ 36,429	1.63	\$ 42,959	1.73	\$ 46,188	1.86	\$ 50,409	2.03	\$ 52,396	2.11	\$ 54,382	2.19
22	\$ 37,099	1.66	\$ 43,704	1.76	\$ 46,932	1.89	\$ 51,154	2.06	\$ 53,140	2.14	\$ 55,127	2.22
23	\$ 37,769	1.69	\$ 44,449	1.79	\$ 47,677	1.92	\$ 51,899	2.09	\$ 53,885	2.17	\$ 55,872	2.25
24	\$ 38,440	1.72	\$ 45,194	1.82	\$ 48,422	1.95	\$ 52,644	2.12	\$ 54,630	2.20	\$ 56,617	2.28
25	\$ 39,110	*** 1.75	\$ 45,939	*** 1.85	\$ 49,167	*** 1.98	\$ 53,389	2.15	\$ 55,375	2.23	\$ 57,362	2.31
26							\$ 54,134	*** 2.18	\$ 56,120	*** 2.26	\$ 58,107	*** 2.34

\* In addition to the base times the index percent, \$2,626 has been added to each cell per Article XI Insurance subsection A2.

\*\* The generator base of the Nurses schedule shall be 90% of the Teacher's generator base.

\*\*\* See Article IX, Wages and Salary subsection F, Longevity Step.

# SCHEDULE D SUPPLEMENTAL PAY

SCHEDULE D GENERATOR 2006-07 = \$24,832

<u>Head Coaches-Varsity</u>		<u>% of Base</u>
Football	(B)	25
Basketball	(B & G)	25
Track	(B & G)	23
Tennis	(B & G)	18
Golf	(B & G)	18
Wrestling	(B)	25
Baseball	(B)	25
Softball	(G)	25
Swimming	(B & G)	22
Cross Country	(B & G)	18
Soccer	(B & G)	22
Volleyball	(G)	22

<u>Assistant Senior High</u>		
Football	(B)	14
Basketball	(B & G)	14
Track	(B & G)	12
Tennis	(B & G)	11
Wrestling	(B)	14
Baseball	(B)	14
Softball	(G)	14
Swimming	(B & G)	12
Golf	(B & G)	11
Soccer	(B & G)	12
Volleyball	(G)	12
Cross Country	(B & G)	11

<u>9th Head Coaches</u>		
Football	(B)	12
Basketball	(B & G)	12
Wrestling	8th/9th(B)	13
Track	(B)	11
Softball	(G)	12
Baseball	(B)	12
Soccer	(B & G)	11
Golf	(B)	11
Volleyball	(G)	11

<u>9th Assistant</u>		
Football	(B)	10
Basketball	(B & G)	10
Track	(B & G)	10
Wrestling	(B & G)	10
Volleyball	(G)	10
Baseball	(B)	10
Softball	(G)	10

<b><u>8th Head Coaches</u></b>		<b><u>% of Base</u></b>
Football	(B)	10
Basketball	(B & G)	10
Track	(B & G)	10
Softball	(G)	10
Volleyball	(G)	10
Cross Country	(B & G)	10
Soccer	(G)	10
 <b><u>8th Assistant</u></b>		
Football	(B)	8
Basketball	(B&G)	8
Wrestling	(B)	8
Track	(B&G)	8
Volleyball	(G)	8
Softball	(G)	8
 <b><u>Intramurals-Sr. High</u></b>		
Boy's		4
Girl's		4
 <b><u>Cheerleaders/ Pep Club</u></b>		
High School:		
Drill Team		10
Assistant Drill Team		6
Chaperone		3
Fall Cheerleading		13
Winter Cheerleading		13
Assistant Cheerleading (Fall or Winter)		11
9th Grade		7
 <b><u>Jr./Sr. Prom</u></b>		
Prom Chairman		3
Assistant Chairman		1.5
 <b><u>Newspaper-Senior</u></b>		 10
 <b><u>Year Book</u></b>		
Northview		5
Senior High		14

<b><u>Instrumental Music</u></b>	<b><u>% of Base</u></b>
Senior High	21
Senior High Asst.	13
Senior High Jazz Band	6
Senior High Marching Asst.	3.5
Senior High Solo/Ensemble Ass't.	2.5
Instrumental Color Guard	3.5
9th Grade	12
8th Grade	12
7th Grade	7
6th Grade	7
5th Grade/Per Band	3.5
<b><u>Vocal Music</u></b>	
Senior High	20
Senior High Assistant	10
9th Grade	6
8th Grade	6
7th Grade	6
6th Grade	6
<b><u>Dramatics</u></b>	
Senior High	9/Play
Senior High Assistant	5/Play
9th Grade	5/Play
8th Grade	5/Play
7th Grade	2.5/Play
6th Grade	2.5/Play
<b><u>Debate</u></b>	
High School	16
High School-Assistant	9
9th Grade	9
<b><u>Forensics</u></b>	
High School Individual Speech	14
High School Large Group Speech	14
9th Grade Individual Speech	9
9th Grade Large Group Speech	9
<b><u>Concessions</u></b>	
Senior High	3
<b><u>Honor Society/Crystal Ball</u></b>	6



**Model United Nations**

10

	<b><u>2006-2007</u></b>	
<b><u>Summer School Teaching</u></b>	\$30.00/Hour	
<b><u>Extended Contracts</u></b>	\$1050/Week (7 working hours/day)	
<b><u>Ticket Seller</u></b>	\$35.00/Activity	
<b><u>Activity Supervisor</u></b>	\$13.00/Activity	
<b><u>High School Student Council Advisor</u></b>		10
<b><u>Building Level Leadership Positions</u></b>	\$1500	
HS: approx 12 positions		
MS: approx 11 positions		
Elem: approx 5 positions		
<b><u>Tech Cadre</u></b>	\$1000	